

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Vivian Woodbury Debtor Reverse Mortgage Solutions, Inc., as Servicer for Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) Movant v. Vivian Woodbury Debtor/Respondent William C. Miller, Esquire Trustee/Respondent	Bankruptcy No. 18-17999-amc Chapter 13 Hearing Date: December 3, 2019 Hearing Time: 11:00 a.m. Location: Courtroom #4 900 Market Street Philadelphia, PA 19107
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STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Secured creditor, Reverse Mortgage Solutions, Inc., as Servicer for Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.), and Debtor, Vivian Woodbury, ("Debtor"), by and through their respective attorneys, hereby stipulate as follows:

I. BACKGROUND:

1. On April 24, 2009, Vivian Woodbury ("Debtor") executed and delivered an Adjustable Rate Home Equity Conversion Note ("Note") and a Reverse Mortgage ("Mortgage") securing payment up to the maximum principal amount of \$150,000.00.
2. The Mortgage was recorded on May 11, 2009 as Instrument Number 52061871, with the City of Philadelphia Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located at 6320 Cherokee Street, Philadelphia, PA 19144 (the "Property").
4. Based upon the Debtor's Amended Chapter 13 Plan (Docket No. 44), the pre-petition

arrearage is being paid through the Plan.

5. Debtor has defaulted under the terms of the Note and Reverse Mortgage by failing to maintain post-petition property taxes on the Property in the amount of \$1,819.29.

6. Debtor further acknowledges that they are required to maintain property taxes and insurance on the Property moving forward in order to comply with the terms of the Note and Reverse Mortgage.

7. Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) and Debtor desire to resolve Debtor's post-petition arrearage in accordance with the set forth terms below:

II. STIPULATION FOR RELIEF FROM STAY

8. Debtor hereby agrees and grants Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) and/or its successors and/or assignees, relief from the Automatic Stay under Section 362 (d)(1) of the US Bankruptcy Code, 11 U.S.C. §362(d)(1) with respect to the Mortgage Property and Debtor further authorizes Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.), its successors and/or assignees to take any and all action authorized under the Note and Mortgage, and otherwise available under the applicable state law, including, but not limited to, the foreclosure and Sheriff's Sale of the Mortgaged Property and any other action necessary for the enforcement of its right to possession of the Mortgaged Property; provided, however, that the Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect as long as Debtor complies with the terms of this Stipulation.

9. Debtor confirms and acknowledges her obligations to Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) under the Note and Mortgage.

10. Debtor further confirms and acknowledges her failure to maintain property taxes as previously mentioned in paragraph 5.

11. Debtor further confirms and acknowledges her obligations to maintain property taxes and insurance on the Property moving forward as set forth above in paragraph 6.

12. Debtor agrees to become current on her post-petition obligations to Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) by making five (5) consecutive payments of \$303.21 each on the 15th day of each month beginning December 15, 2019. A sixth (6th) and final payment in the amount of \$303.24 is to be made on or before May 15, 2020 to cure the total post-petition default of \$1,819.29.

13. Debtor further agrees to maintain property taxes and insurance on the Property until her obligation to Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.), its successors and/or assignees under the Note is paid in full.

17. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor fail to cure the arrearage, Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.

18. In the event the Debtor should default on her obligations under this Stipulation by failing to make cure payments as set forth above on before the dates on which they are due or by failing to maintain taxes and insurance on the Property, then Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.), its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written

notification, then, Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.

19. Additionally, Debtor agrees that he is not permitted more than two (2) defaults from the date of the Stipulation. Debtor agrees that if he defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.), its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.), its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.

20. Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.)'s consent to this Stipulation nor Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.)'s acceptance of any payments tendered by Debtor shall be construed as a waiver of Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.)'s right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Liberty Home Equity Solutions, Inc. (fka Genworth Financial Home Equity Access, Inc.) agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.

21. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was


modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.

22. Debtor hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Kevin BATTERY

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Date: 12/4/2019

Date: 12/3/19